

LAND COVENANTS TO ENURE

2. The Grantor for itself and its successors in title covenants and agrees with the Grantee for the benefit of each and all of the Benefiting Lots and also separately with each and all of the registered proprietors of the Benefiting Lots to always observe and perform all of the agreements, stipulations and restrictions set out in the Covenants to the intent that they shall forever enure to benefit the Benefiting lots.

TRANSFEEE'S COVENANTS

Fencing

3. The Grantor will not construct, erect, extend or permit any fence or other dividing structure of any kind within or around the Front Yard.

Exterior Alterations and Painting

4. The Grantor shall not materially alter the appearance of the exterior of the dwelling or other building or structure on any of the Covenanting Lots Including (but not limited to):
 - 4.1 painting or causing to be painted or otherwise coloured or stained the exterior of any other building or structure on any of the Covenanting Lots with any colour which materially deviates from the original colour of the dwelling, provided that If the dwelling shares a common wall or walls with another dwelling, the Grantor shall only be entitled to paint the exterior of the dwelling with the exact same colour, with which the dwelling was originally painted; and
 - 4.2 replacing the garage doors with any different materials or products, including (but not limited to) replacing two single garage doors with one double garage door; and
 - 4.3 adding a loft or other structure to the dwelling or other building or structure.

Access Way

5. The Grantors of the Covenanting Lots with shares in an Access Way shall In relation to Access Way In which they have shares be bound by and have the benefit of the Right of Way covenants of the Fourth Schedule of the Land Transfer Regulations 2002 (or equivalent covenants In any re-enactment of those Regulations) as if the Access Way were a Right of Way as described In those regulations and the Grantor and the other registered proprietors of the Covenanting Lots with shares In that Access Way are all grantors and grantees in relation to their respective interests.

Landscaping

6. The Grantor shall keep the Front Yard In a neat and tidy condition and shall not permit the excessive growth of grass, weeds or plants and if the Grantor falls to comply with these requirements, the Grantee may enter the Covenanting Lot and at the expense of the Grantor and take whatever action it considers necessary to remedy the default.

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7. The Grantor shall ensure that no further planting is undertaken and that all existing planting is maintained so that the "no planting zone", as shown on the Covenant plan, is maintained as a clear area.
8. The Grantor shall ensure that no additional impermeable surface, for example but without limitation, concrete, tiles, bricks, blocks, decking, gravel, stone or shell product is permitted to be placed, erected or laid in the Front Yard unless otherwise shown on the Covenant Plan.
9. The Grantor shall ensure that:
 - 9.1. any vegetation planted or growing in the Front Yard shall not exceed a maximum height of 2.5 metres except where such vegetation is a tree. For the avoidance of doubt, a tree is characterised by a single trunk (Tree); and
 - 9.2. no hedging is planted or growing in the Front Yard;
 - 9.3. any Tree existing on any lot, at the time that the initial code compliance certificate for the construction of the dwelling is issued, is not removed;
 - 9.4. if a Tree on any Lot is damaged, destroyed or removed by any means whatsoever, including through no fault of the Grantor, the Tree is replaced with a Tree which does not materially differ, in species or size, to the damaged, destroyed or removed Tree;
 - 9.5. any Tree less than four metres in height on any lot is not trimmed;
 - 9.6. any Tree four metres or greater in height on any Lot is not trimmed to a height below four metres; and
 - 9.7. any Tree on any Lot is not pruned above the height of two metres.

Signage

10. The Grantor will not:
 - (a) permit any sign or hoarding (for advertising, political purposes or otherwise) to be erected on any Lot except temporary sign age related to the marketing of the Lot at the time of sale of it; nor
 - (b) display any "For Rent" sign; nor
 - (c) display more than one "For Sale" sign, which sign shall not exceed 500mm x 600mm,

PROVIDED THAT the Grantor shall not display any sign permitted under this clause for a period of two years from the date of issue of a separate certificate of title for the Lot of which they are the Registered Proprietor.

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Immobile vehicles

11. The Grantor will not:

- 11.1. bring on or allow to remain on the Front Yard any vehicle, equipment, machinery or rubbish (Inorganic or organic) which is unsightly; nor
- 11.2. place or leave any immobile or broken down vehicles on any Road Reserve, Access Way, Front Yard or Common.

Car parking

12. The Grantor shall not park or permit guests, residents, invitees or contractors to park any vehicle on the Road Reserve, Access Way, Common or on the Front Yard apart from on a properly constructed driveway or parking bay.

Additional buildings and extensions

13. The Grantor shall not erect, install, construct or place or permit to be erected, installed, constructed or placed on the Front Yard any building, garage, carport, caravan, hut, shed, tent or other structure or appliance of any kind including any air-conditioning unit or similar climate control appliance, house extension, sunroom or conservatory.

External alarm systems

14. The Grantor shall not install, place, attach or permit to be installed, placed or attached to the exterior of the dwelling erected on any Covenanted lot an alarm system or device of any kind. For the purpose of clarity, the Grantor may install an internal alarm system or device, which may be monitored by an independent company or organisation, provided that the internal alarm system or device has no speakers, noise or nuisance-creating device or devices attached to the exterior of the dwelling erected on the Covenanted Lot.

Appurtenant external appliances

15. The Grantor will not install, erect or attach, or permit to be installed, erected or attached, on any of the Covenanted Lots or any dwelling erected thereon, any air-conditioning unit or other similar appliance used to monitor or control the temperature, humidity or climate within a dwelling, that would be visible from any Lot, road, right of way, access way or pathway.

Housing New Zealand Corporation

16. The Grantor shall not sell or lease any Covenanted Lot to Housing New Zealand or any client of Housing New Zealand, nor consent to any sublease or assignment of any lease or other arrangement under which possession of any Covenanted Lot passes to Housing New Zealand or any client of Housing New Zealand.

Access to dwellings

17. Where a dwelling is constructed so that it abuts the boundary of any Covenanting Lot, the Grantor must, on reasonable notice being given, allow the owner of the neighbouring lot on which the dwelling is erected, and their workmen and consultants reasonable access to the Covenanting lot for the purpose of maintaining or repairing the exterior wall of the dwelling, and other parts of the dwelling, if access from the Covenanting Lot is reasonably required to perform those works.
18. The Grantor acknowledges that, where a dwelling is constructed as described in clause 17, the eaves or spouting of that dwelling may overhang the boundary of the Grantor's Lot. Further, the Grantor shall not bring any proceeding, action or claim against the registered proprietor or occupier of the neighbouring dwelling for removal of, or compensation for, such overhanging eaves or spouting.

Access for construction

19. Where a dwelling is to be constructed so that it abuts the boundary of any other Lot, the Grantor must, on reasonable notice being given, allow the occupier of that neighbouring lot on which the dwelling is to be erected, together with their workmen and consultants, reasonable access to the lot for the purpose of constructing the dwelling provided that this right of access shall only exist for the first residential dwelling to be constructed on each Lot. The Grantor shall take all reasonable steps to ensure that any person authorised to access the Lot pursuant to this clause complies with the Covenants and that any damage to the Grantor's Lot is remedied within a reasonable time.

Attachments to exterior wall

20. Where a dwelling is constructed on the boundary of any Covenanting Lot so that the dwelling abuts a neighbouring Lot, the owner of the neighbouring lot must not attach or erect or permit the attachment or erection of anything to the exterior wall of that dwelling constructed on the boundary.

Sensor lights

21. The Grantor shall ensure that any exterior bulk head sensor light remains operable at all times.

Television aerials

22. The Grantor shall ensure that any television aerials, antenna and/or satellite dishes (of any type, including those for Sky TV or pay television) are installed at the rear of the dwelling constructed on the Lot below the apex of the roof, so that no part of the aerial, antenna or satellite is visible from the street front, Common or Bruce Pulman Park.

Window Treatments

23. The Grantor shall, within one calendar month of being the registered proprietor of any Lot, ensure that either blinds or curtains (of a reasonable standard and quality) are installed on

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all windows of the dwelling.

24. Where no washing line has been erected, installed, attached or placed on a Covenanting Lot as at the date of Code Compliance for the dwelling, the Grantor will not erect, install, attach, place or permit to be erected, installed, attached or placed any permanent clothes or washing line or lines that would be visible from the road, any right of way, access way or pathway.
25. Clause 24 shall not apply where a washing line has been erected, installed, attached or placed on a Covenanting Lot as at the date of Code Compliance for the dwelling (Original Washing Line) and that washing line was visible from the road, any right of way, access way or pathway as at the date of Code Compliance, provided that any replacement washing line shall be no more visible than the Original Washing Line.

Mail boxes

26. Where any mailbox constructed on a Covenanting lot as at the date of the Code Compliance for the dwelling (Original Mailbox), has been defaced, damaged, destroyed or removed, the Grantor shall, within 15 working days, arrange for the Original Mailbox to be repaired, restored or replaced, as the case may be, using the same or equivalent materials so that the repaired, restored or replaced mailbox is substantially the same in appearance as the Original Mailbox.

Graffiti

27. If any graffiti is carried out on any dwelling or other building or structure on any of the Covenanting Lots, the Grantor shall remove the graffiti, and rectify any damage caused by the graffiti, within 48 hours of the graffiti being carried out

Planting Alcove

28. The Grantor and Grantee acknowledge that the Planting Alcoves are necessary for the visual integrity of the Development and that it is necessary to have the fences surrounding the Planting Alcoves (Alcove Fence) inside the boundary of certain Covenanting Lots.

Where a Planting Alcove is situated on a Covenanting Lot, the Grantor shall not:

- 28.1 modify in any way, damage, destroy, remove or add to, the Alcove Fence; or
- 28.2 modify in any way, damage, destroy, remove or plant in, the Planting Alcoves.

Obligation to Rebuild

29. If any dwelling or other building or structure on any of the Covenanting Lots or any part thereof is destroyed or damaged by any cause whatsoever, the registered proprietor of that Covenanting Lot shall rebuild the dwelling or other building or structure:
 - 29.1 within a reasonable time;
 - 29.2 to substantially the same specifications;
 - 29.3 using materials which do not materially differ from the original materials used;

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- 29.4 so that the dwelling or other building or structure has an appearance which does not materially differ from the Initial appearance of the relevant dwelling or other building or structure, and
- 29.5 in a good and workmanlike manner; and
- 29.6 in accordance with all territorial authority requirements and consents.

BREACH OF COVENANTS

- 30. If there should be any breach or non-observance on the Grantor's part of any of the Covenants and without prejudice to any other liability which the Grantor may have to the Grantee and any person or persons having the benefit of the Covenants the Grantor will upon written demand being made by the Grantee:
 - 29.1 pay to the Grantee as liquidated damages the sum of \$100 for each day that the breach continues and/or
 - 29.2 upon receiving reasonable notice from the Grantee remedy any breach If capable of remedy on terms and conditions Imposed by the Grantee which may Involve being required to remove any structure or building material which breaches the terms of the Covenants; and/or
 - 29.3 allow the Grantee the right to lodge a caveat against the Covenanting Lot in breach to protect the sum of any unpaid debt owing to the Grantee on the basis that any unpaid debt shall be deemed to constitute a contractual charge over the Covenanting Lots owing to the Grantee until such time that any debt Is fully discharged or otherwise satisfied. The Grantor shall if called upon give the Grantee a registrable mortgage In the standard ADLS all obligations form over the property to secure those monies.
- 31. All expenses and costs incurred in enforcing the Covenants shall constitute a debt due that shall be a charge against the Covenanting Lot and shall be recoverable as liquidated damages.

INDEMNITY

- 32. The Grantor will at all times indemnify and keep the Grantee and the registered proprietors of the Benefiting Lots Indemnified from all losses, costs, claims and demands Including from any fines or penalties Involved as a result of any statutory breach by the Grantor In respect of any breach or non-observance by the Grantor of the Covenants.

NO CONTRIBUTION TO FENCING

- 32 The Grantor will not call upon the Grantee to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining land of the Grantee and provided further that this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.